

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

CHARLOTTE L. AUFDEM-BRINKE
9807 Pond Run Court
Myersville, Maryland 21773
Plaintiff,

v.

JOHN R. DISCAVAGE
22 Yankee Drive
Keedysville, Maryland 21756
Defendant.

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Civil Case No.: C-21-CV-23-000189

COMPLAINT FOR BREACH OF CONTRACT
OR, IN THE ALTERNATIVE, UNJUST ENRICHMENT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

COMES NOW the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, by and through her Counsel, Bernard W. Semler II, Attorney at Law, and Semler Law LLC, and hereby sues the Defendant, JOHN R. DISCAVAGE, and for good cause respectfully represents:

FACTS COMMON TO ALL COUNTS

1. This Honorable Court has jurisdiction pursuant to the Md. Code Ann., Cts. & Jud. Proc. Art., §§ 6-102 (2023) and 6-103 (2023), as from time to time amended.
2. Venue is proper in this court pursuant to the Md. Code Ann., Cts. & Jud. Proc. Art., §§ 6-201 (2023) and 6-202 (2023), as from time to time amended.
3. The Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, is an adult citizen of the United States and was a resident of Washington County, Maryland and then Frederick County, Maryland within the one (1) year preceding the filing of this Complaint.
4. The Defendant, JOHN R. DISCAVAGE, is an adult citizen of the United States and a resident of Washington County, Maryland for more than one (1) year preceding the filing

of this Complaint.

SPECIFIC FACTS AND/OR ALLEGATIONS
COUNT I: BREACH OF CONTRACT

5. The Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, adopts and incorporates by reference, as if fully set forth herein, all allegations in Paragraphs One (§ 1) through Four (§ 4).
6. On or about the end of January of 2022, the parties entered into an oral agreement and/or oral contract whereby the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, would pay expenses for the Defendant, JOHN R. DISCAVAGE, and make improvements on the real property known as 22 Yankee Drive, Keedysville, Maryland 21756 with the agreement that in return the Defendant would either place the Plaintiff on the deed of the real property known as 22 Yankee Drive, Keedysville, Maryland 21756, or agree to a lien being placed on the real property known as 22 Yankee Drive, Keedysville, Maryland 21756 to secure the aforementioned debt, or reimburse the Plaintiff in full.
7. The expenses and improvements paid by the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, totaled approximately One Hundred Twenty-Five Thousand Four Hundred Ninety-Seven Dollars and Seven Cents (\$125,497.07).
8. The expenses agreed upon by the parties and of which the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, has documentation of payment, include, but were not limited to:
 - a. Cronise Corporation Deposit (Doug): Six Thousand Five Hundred Seventeen Dollars and No Cents (\$6,517.00);
 - b. Cronise Corporation First Payment (Doug) Check No. 1375: Fourteen Thousand Forty-Seven Dollars and Ninety-One Cents (\$14,047.91);

- c. Cronise Corporation Second Payment (Doug) Check No. 1325: Twenty-Five Thousand Dollars and No Cents (\$25,000.00);
- d. Cronise Corporation Final Payment (Doug): Twenty-Two Thousand Nine Hundred Twenty-Six Dollars and Ninety-Seven Cents (\$22,926.97);
- e. Frederick Fence Company Check No. 1245: Seven Thousand Four Hundred Eighty-Eight Dollars and Eighty-Seven Cents (\$7,488.87);
- f. Town of Keedysville Taxes Check No. 170: Three Hundred Twenty-Five Dollars and Eight Cents (\$325.08);
- g. Washington County Taxes Check No. 212: One Thousand Seven Hundred Ten Dollars and Forty-Six Cents (\$1,710.46);
- h. AGC Lawyer Fees Check No. 339939: Fifteen Thousand Dollars and No Cents (\$15,000.00);
- i. Madison Taylor Inc. (Mold Test) Check No. 1373: Five Hundred Fifteen Dollars and No Cents (\$515.00);
- j. Mold Remediation: Seven Thousand Two Hundred Dollars and No Cents (\$7,200.00);
- k. ADT Deposit: One Thousand Six Hundred Thirty-Five Dollars and Fifteen Cents (\$1,635.15);
- l. ADT Security Cameras: One Thousand Six Hundred Thirty-Three Dollars and Thirty-Four Cents (\$1,633.34);
- m. ADT Security System: Four Thousand Five Hundred Eighty-Three Dollars and Thirty Cents (\$4,583.30);

- n. Browning Pools (Pool Deposit) Check No. 1371: One Thousand Five Hundred Dollars and No Cents (\$1,500.00);
 - o. Thompson Best Heating & Air Cond. (HVAC): Eleven Thousand Five Hundred Eighty Dollars and No Cents (\$11,580.00);
 - p. Home Depot Card: Two Thousand Four Hundred Fifty Dollars and No Cents (\$2,450.00);
 - q. Caitlyn Ceiling Fan: Two Hundred Twelve Dollars and No Cents (\$212.00);
 - r. Julia Ceiling Fan: One Hundred Seventy-Two Dollars and Ninety-Nine Cents (\$172.99);
 - s. Loan for Bills: Five Hundred Dollars and No Cents (\$500.00); and
 - t. Dumpster for Basement: Four Hundred Ninety-Nine Dollars and No Cents (\$499.00).
9. The Defendant, JOHN R. DISCAVAGE, despite repeatedly stating verbally and in writing via text message that he would place the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, on the deed to the real property known as 22 Yankee Drive, Keedysville, Maryland 21756, the Defendant, JOHN R. DISCAVAGE, materially breached the parties' oral agreement and/or oral contract by failing to do so.
10. The Defendant, JOHN R. DISCAVAGE, despite repeatedly stating verbally and in writing via text message that he would place a lien on the real property known as 22 Yankee Drive, Keedysville, Maryland 21756, regarding the funds borrowed from the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, and naming the Plaintiff as the creditor and/or lien holder, the Defendant, JOHN R. DISCAVAGE, materially breached the parties' oral agreement and/or oral contract by failing to do so.

11. The Defendant, JOHN R. DISCAVAGE, despite repeatedly stating verbally and in writing that he would reimburse the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, in full for the monies the Plaintiff paid towards the Defendant's expenses and/or improvements made to the Defendant's residence located at 22 Yankee Drive, Keedysville, Maryland 21756, the Defendant, JOHN R. DISCAVAGE, materially breached the parties' oral agreement and/or oral contract by failing to do so.
12. The Defendant, JOHN R. DISCAVAGE, has paid approximately Twenty-Five Thousand Two Hundred Five Dollars and Twenty-Three Cents (\$25,205.23) towards the aforementioned debt or monies agreed to be repaid to the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, which include the following:
 - a. Insurance Payment: Six Thousand Two Hundred Two Dollars and No Cents (\$6,202.00);
 - b. Insurance Payment: Five Thousand Seven Hundred Seventy-Four Dollars and No Cents (\$5,774.00);
 - c. Shiplap: Three Hundred Sixty-Four Dollars and Twenty-Three Cents (\$364.23);
 - d. Hepa Filter: Two Thousand Eight Hundred Sixty-Five Dollars and No Cents (\$2,865.00); and
 - e. AGC Lawyer Fees: Ten Thousand Dollars and No Cents (\$10,000.00).
13. That despite demands for the remaining balance of One Hundred Thousand Two Hundred Ninety-One Dollars and Eighty-Four Cents (\$100,291.84) by the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, the Defendant, JOHN R. DISCAVAGE, has refused and/or failed to honor the parties' oral agreement and/or oral contract and pay same.
14. At no time did the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, breach the parties'

oral agreement and/or oral contract.

15. The Defendant's breach of the parties' oral agreement and/or oral contract has directly and proximately caused the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, damages including, but not limited to, monetary damages in the amount of One Hundred Thousand Two Hundred Ninety-One Dollars and Eighty-Four Cents (\$100,291.84).

WHEREFORE, the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, respectfully requests that this Honorable Court:

- A. Enter judgment in the Plaintiff CHARLOTTE L. AUFDEM-BRINKE's favor and against the Defendant, JOHN R. DISCAVAGE, in the amount of One Hundred Thousand Two Hundred Ninety-One Dollars and Eighty-Four Cents (\$100,291.84) plus reasonable attorney fees and interest and the costs of this action; and
- B. FOR ANY SUCH OTHER AND FURTHER RELIEF AS THIS HONORABLE COURT DEEMS NECESSARY IN THE INTEREST OF JUSTICE AS COMPENSATION TO THE PLAINTIFF CHARLOTTE L. AUFDEM-BRINKE.

COUNT II: UNJUST ENRICHMENT

16. The Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, adopts and incorporates by reference, as if fully set forth herein, all allegations in Paragraphs One (§ 1) through Four (§ 4).

17. On or about the end of January of 2022, the parties intended to add the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, to the deed of the real property owned by the Defendant, JOHN R. DISCAVAGE, known as 22 Yankee Drive, Keedysville, Maryland 21756 or, in the alternative, execute a lien on the real property known as 22 Yankee

Drive, Keedysville, Maryland 21756 naming the Plaintiff as the creditor and/or lien holder for the monies paid by the Plaintiff on behalf of the Defendant and/or for improvements to the Defendant's residence.

18. The Defendant, JOHN R. DISCAVAGE, did not execute the aforementioned deed or lien.

19. Despite the lack of the Defendant, JOHN R. DISCAVAGE, not timely executing the aforementioned deed or lien, the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, paid agreed upon expenses and engaged a mutually agreed upon contractor to make agreed upon improvements to Defendant's residence located at 22 Yankee Drive, Keedysville, Maryland 21756.

20. The aforementioned agreed upon paid expenses and agreed upon improvements to Defendant's residence located at 22 Yankee Drive, Keedysville, Maryland 21756, resulted in expenditures by the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, of approximately One Hundred Twenty-Five Thousand Four Hundred Ninety-Seven Dollars and Seven Cents (\$125,497.07).

21. The aforementioned agreed upon paid expenses and agreed upon improvements of which the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, has documentation of payment, include, but were not limited to:

- a. Cronise Corporation Deposit (Doug): Six Thousand Five Hundred Seventeen Dollars and No Cents (\$6,517.00);
- b. Cronise Corporation First Payment (Doug) Check No. 1375: Fourteen Thousand Forty-Seven Dollars and Ninety-One Cents (\$14,047.91);

- c. Cronise Corporation Second Payment (Doug) Check No. 1325: Twenty-Five Thousand Dollars and No Cents (\$25,000.00);
- d. Cronise Corporation Final Payment (Doug): Twenty-Two Thousand Nine Hundred Twenty-Six Dollars and Ninety-Seven Cents (\$22,926.97);
- e. Frederick Fence Company Check No. 1245: Seven Thousand Four Hundred Eighty-Eight Dollars and Eighty-Seven Cents (\$7,488.87);
- f. Town of Keedysville Taxes Check No. 170: Three Hundred Twenty-Five Dollars and Eight Cents (\$325.08);
- g. Washington County Taxes Check No. 212: One Thousand Seven Hundred Ten Dollars and Forty-Six Cents (\$1,710.46);
- h. AGC Lawyer Fees Check No. 339939: Fifteen Thousand Dollars and No Cents (\$15,000.00);
- i. Madison Taylor Inc. (Mold Test) Check No. 1373: Five Hundred Fifteen Dollars and No Cents (\$515.00);
- j. Mold Remediation: Seven Thousand Two Hundred Dollars and No Cents (\$7,200.00);
- k. ADT Deposit: One Thousand Six Hundred Thirty-Five Dollars and Fifteen Cents (\$1,635.15);
- l. ADT Security Cameras: One Thousand Six Hundred Thirty-Three Dollars and Thirty-Four Cents (\$1,633.34);
- m. ADT Security System: Four Thousand Five Hundred Eighty-Three Dollars and Thirty Cents (\$4,583.30);

- n. Browning Pools (Pool Deposit) Check No. 1371: One Thousand Five Hundred Dollars and No Cents (\$1,500.00);
 - o. Thompson Best Heating & Air Cond. (HVAC): Eleven Thousand Five Hundred Eighty Dollars and No Cents (\$11,580.00);
 - p. Home Depot Card: Two Thousand Four Hundred Fifty Dollars and No Cents (\$2,450.00);
 - q. Caitlyn Ceiling Fan: Two Hundred Twelve Dollars and No Cents (\$212.00);
 - r. Julia Ceiling Fan: One Hundred Seventy-Two Dollars and Ninety-Nine Cents (\$172.99);
 - s. Loan for Bills: Five Hundred Dollars and No Cents (\$500.00); and
 - t. Dumpster for Basement: Four Hundred Ninety-Nine Dollars and No Cents (\$499.00).
22. The aforementioned agreed upon paid expenses and agreed upon improvements paid by the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, conferred a benefit upon the Defendant, JOHN R. DISCAVAGE, in the amount of approximately One Hundred Twenty-Five Thousand Four Hundred Ninety-Seven Dollars and Seven Cents (\$125,497.07).
23. The Defendant, JOHN R. DISCAVAGE, was aware of, and had knowledge of, the benefits conferred upon him and his personal residence by the payments made by the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE.
24. The Defendant, JOHN R. DISCAVAGE, has acknowledged these benefits both verbally and in writing via text message and has paid approximately Twenty-Five Thousand Two

Hundred Five Dollars and Twenty-Three Cents (\$25,205.23) in reimbursement to the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, which include the following:

- a. Insurance Payment: Six Thousand Two Hundred Two Dollars and No Cents (\$6,202.00);
- b. Insurance Payment: Five Thousand Seven Hundred Seventy-Four Dollars and No Cents (\$5,774.00);
- c. Shiplap: Three Hundred Sixty-Four Dollars and Twenty-Three Cents (\$364.23);
- d. Hepa Filter: Two Thousand Eight Hundred Sixty-Five Dollars and No Cents (\$2,865.00); and
- e. AGC Lawyer Fees: Ten Thousand Dollars and No Cents (\$10,000.00).

25. The Defendant JOHN R. DISCAVAGE's acceptance and retention of the improvements not reimbursed totaling One Hundred Thousand Two Hundred Ninety-One Dollars and Eighty-Four Cents (\$100,291.84) make it inequitable for the Defendant to retain these benefits without payment of their value.

26. The Defendant, JOHN R. DISCAVAGE, has improperly withheld payment of the aforementioned amount despite Plaintiff's request for same.

WHEREFORE, the Plaintiff, CHARLOTTE L. AUFDEM-BRINKE, respectfully requests that this Honorable Court:

- C. Enter judgment in the Plaintiff CHARLOTTE L. AUFDEM-BRINKE's favor and against the Defendant, JOHN R. DISCAVAGE, in the amount of One Hundred Thousand Two Hundred Ninety-One Dollars and Eighty-Four Cents (\$100,291.84) plus reasonable attorney fees and interest and the costs of this action; and

D. FOR ANY SUCH OTHER AND FURTHER RELIEF AS THIS HONORABLE COURT DEEMS NECESSARY IN THE INTEREST OF JUSTICE AS COMPENSATION TO THE PLAINTIFF CHARLOTTE L. AUFDEM-BRINKE.

AFFIRMATION

I SOLEMNLY declare and affirm, under the penalties of perjury, that the contents of the foregoing COMPLAINT are true and correct to the best of my knowledge, information and belief.


Charlotte Aufdem-Brinke

CHARLOTTE L. AUFDEM-BRINKE

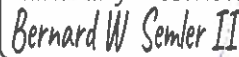
Respectfully submitted,


Bernard W. Semler II

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AIS Acct. No. 0512150173
Attorney for the Plaintiff CHARLOTTE L. AUFDEM-BRINKE

CERTIFICATE OF COMPLIANCE

Pursuant to Md. Rule 20-201(h)(1) (2023) and Md. Rule 1-322.1 (2023), I hereby certify that the attached filing does not contain any restricted information or personal identifier information.


Bernard W. Semler II

Bernard W. Semler II, Attorney at Law

Certificate ID: 257327AF-9EE2-ED11-8E89-6045BDA9C8B7

Signing Information:

Signing Name: LO charlotte 4.24.2023

ID: 257327AF-9EE2-ED11-8E89-6045BDA9C8B7

Start Date: Apr 24, 2023 08:51:09 AM EDT

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Signers: 2

Reviewers: 0

CC: 0

Creator: Tina Nash

Email: tina@nashhomes4u.com

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Participant Activity:

Name: Charlotte Aufdem-Brinke

Type: Email:

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Signature / Initials:

Certificate ID: 257327AF-9EE2-ED11-8E89-6045BDA9C8B7

Signature:

AuthentiSIGN
Charlotte Aufdem-Brinke

AuthentiSIGN
Bernard W Semler II

Initials:

AuthentiSIGN
CA

AuthentiSIGN
BWS